

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

5 TIAR MCCART,)
6 Plaintiff,)
7 vs.)CIVIL ACTION
8 EQUITY PRIME MORTGAGE,)FILE NO.
9 LLC, AND MARK MOLOUGHNEY)1:21-CV-04247-CAP-LTW
10 in his Individualy)JURY TRIAL DEMANDED
11 Capacity,)
12 Defendants.)

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1 APPEARANCES OF COUNSEL
2

3 On behalf of the Plaintiff:

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1 APPEARANCES OF COUNSEL (Continued)
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3 On behalf of the Defendants Equity Prime
4 Mortgage, LLC and Eddy Perez:

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1 DEPOSITION OF EDDY PEREZ

2 June 25, 2024

3

4 (Reporter disclosure made pursuant
5 to Article 8.B. of the Rules and
6 Regulations of the Board of Court
7 Reporting of the Judicial Council of
8 Georgia.)

9 EDDY PEREZ, having been first duly
10 sworn, was examined and testified as follows:

11 CONTINUED EXAMINATION

12 BY MS. RAGAN:

13 Q. Good afternoon, Mr. Perez. We met
14 previously. My name is Amelia Ragan. I'm sure
15 you recall I represent Tiar McCart in her claims
16 against Equity Prime Mortgage and Mark
17 Moloughney. I'm going to apologize to you. I
18 have a bit of a raspy lost voice today. So if
19 you have any difficulty hearing me at any
20 point -- same goes for you, Terri -- just let me
21 know. I'll do my best to speak up.

22 A. I understand. My eyes are itching like
23 crazy from allergies so I --

24 Q. So you're in the same boat. I
25 anticipate our deposition is going to go very

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1 similarly to the last time, albeit much shorter.
2 I'm going to go over just a couple of logistical
3 rules as a reminder.

4 Because Ms. Howell is taking down
5 everything that everyone in this Zoom meeting
6 says, if you can do your best to let me complete
7 my question into the record before you begin
8 your answer so we're not talking over each
9 other, I will do my best to offer the same
10 courtesy back to you.

11 But in the event that I do
12 inadvertently cut you off before you've
13 completed your response, please just let me know
14 and I'll be glad to allow you to complete your
15 response. Okay?

16 A. Cool.

17 Q. If you need a break at any time during
18 the deposition, let me know. We'll be glad to
19 go off the record and allow you to take whatever
20 break that you need. The only exception to that
21 rule is if I have a question pending on the
22 table, I will request that you complete that
23 answer. And if your break is not emergent, I
24 may ask that you allow me to complete a line of
25 questioning before we take the break. Okay?

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1 A. Cool.

2 Q. If I ask you any questions that are in
3 any way confusing or unclear to you, please let
4 me know. I'll be glad to rephrase or restate
5 the question until it is clear to you. But if
6 you respond to my question without having
7 indicated any misunderstanding or confusion,
8 I'll assume you did understand the question when
9 you responded. Okay?

10 A. Sounds fair.

11 Q. And lastly, if you want to answer any
12 of my questions with either a yes or a no today,
13 please just vocalize yes or no as opposed to
14 uh-huh or huh-uh or merely shaking or nodding
15 your head simply for clarity in the record.

16 A. Okay. And please gently remind me if I
17 do that.

18 Q. I will. I will. No problem. It's a
19 common habit of most people so no worries. So
20 I want to talk to you briefly today about your
21 communications with Seth Kreiner.

22 My understanding is that Mr. Kreiner
23 provided general counsel services to Equity
24 Prime Mortgage and you as the CEO of Equity
25 Prime Mortgage; is that correct?

1 A. Yes.

2 Q. And my understanding also is that you
3 sought specific advice from Mr. Kreiner related
4 to Tiar McCart related to her as an employee of
5 Equity Prime Mortgage, correct?

6 A. In what sense?

7 Q. In the general sense, in the way I've
8 asked the question.

9 A. Just in general, any communication I
10 had with them or what -- in anything?

11 Q. My question is you sought advice from
12 Seth Kreiner as counsel for Equity Prime
13 Mortgage related to Tiar McCart, correct?

14 A. Yes.

15 Q. And we'll talk in more detail about the
16 specifics of that advice. Did you seek legal
17 advice prior to the termination of Tiar McCart
18 about Ms. McCart from anyone other than Seth
19 Kreiner?

20 A. I mean I gave what was sent to me over
21 to HR. That was it. So I mean they were
22 obviously in the know.

23 Q. Okay. Any other legal representative
24 that you sought advice from prior to Ms.
25 McCart's termination?

1 A. Not that I recall.

2 Q. Okay. So I want to talk with you
3 specifically now about the advice that you
4 sought from Mr. Kreiner. Do I understand
5 correctly that at least one aspect of the advice
6 that you sought from Mr. Kreiner was related to
7 a sexual harassment complaint that Ms. McCart
8 made?

9 A. I turned them over the e-mail.

10 Q. So is the answer to my question, yes,
11 one of the areas of advice you sought from Mr.
12 Kreiner was related to Ms. McCart's sexual
13 harassment complaint?

14 A. Is turning over the e-mail considered
15 that? I'm not an attorney so I don't know what
16 the ins and outs of what legalities are.

17 Q. Understanding that you turned an e-mail
18 over to Mr. Kreiner, did you also seek advice
19 from him related to that e-mail and related to
20 Ms. McCart's complaint?

21 A. Before termination or --

22 Q. At any time.

23 A. Yes.

24 Q. Okay. Other than the e-mail that you
25 described providing to Mr. Kreiner, did you give

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1 him any other information or documents in
2 connection with the advice you sought related to
3 Ms. McCart's complaint of sexual harassment?

4 A. Not that I recall.

5 Q. Okay. To be specific, the e-mail that
6 you're referring to that you provided to Mr.
7 Kreiner, can you describe that for me?

8 A. Well, I don't know what was in it. I
9 just know that Tiar sent it to us. I was on it
10 with quite a few other people. Then I sent it
11 to HR, and I let Seth know about it.

12 Q. Okay. If you'll give me a moment, I'm
13 going to upload a document for your review.
14 Okay. I've moved into the marked exhibit folder
15 what you should see has been previously marked
16 as Plaintiff's Exhibit 71. If you'll just let
17 me know once you can see that document.

18 A. Okay.

19 Q. Have you had an opportunity to review
20 Exhibit 71?

21 A. Yeah.

22 Q. I'm sorry. Was that a yes?

23 A. Yes.

24 Q. Okay. Excuse me. I want you to take a
25 look at the first e-mail in the chain which is

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1 the last e-mail that appears in this document,
2 and it starts on Page 2 of Exhibit 61 -- excuse
3 me -- 71. It's an e-mail from Tiar McCart to
4 Jason Callan. Do you see that e-mail?

5 A. Uh-huh.

6 Q. Is that a yes?

7 A. Yes.

8 Q. Is this the e-mail that you were
9 referring to that you received and forwarded to
10 Mr. Kreiner?

11 A. Yeah, this is the e-mail.

12 Q. You testified that you were on the
13 e-mail along with several other people, but you
14 don't appear in this chain even though this
15 chain does forward the e-mail over to Mr.
16 Kreiner. Can you explain that?

17 A. I know Jason's the one that informed me
18 of it so...

19 Q. Okay. Can you please --

20 A. I don't look in my e-mails so...

21 Q. Okay, understood. Do you have any
22 explanation as to why it is that your
23 recollection is that you would have been copied
24 on this e-mail but you aren't?

25 A. So we were all flying that day

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1 somewhere together. Jason showed it to me on
2 the e-mail, said I was on it. I may have
3 assumed that I was on it. Didn't think much of
4 it.

5 Q. Okay, understood. And did you instruct
6 Mr. Callan to forward the e-mail over to Seth
7 Kreiner?

8 A. Yeah.

9 Q. Okay. So within Exhibit 71 where we
10 see Mr. Callan having forwarded the e-mail to
11 both Seth Kreiner and Mark Moloughney, that was
12 at your instruction?

13 A. Correct.

14 Q. Did you also instruct him to include
15 Mr. Moloughney on the forwarded e-mail?

16 A. No. I just said send it to Seth.

17 Q. So other than Exhibit 71, to your
18 knowledge, did you or someone at your
19 instruction provide any other information to Mr.
20 Kreiner in connection with you seeking advice
21 about Ms. McCart's sexual harassment complaint?

22 A. Not that I recall.

23 Q. Okay. What advice did you seek from
24 Mr. Kreiner in relation to Ms. McCart's sexual
25 harassment complaint?

1 A. I waited until after HR was done with
2 their investigation. When they gave me their
3 findings, I just asked him what the process to
4 move forward, what it looked like.

5 Q. So you did not speak to Mr. Kreiner at
6 all related to Ms. McCart's sexual harassment
7 complaint until after human resources had
8 completed its investigation?

9 A. Not that I recall.

10 Q. Okay. Who instructed human resources
11 to investigate Ms. McCart's complaint?

12 A. It's on the e-mail. I mean it was at
13 my direction.

14 Q. Okay. So you instructed Ms. Green --
15 Ms. Valerie Green to begin an investigation in
16 response to Ms. McCart's complaint?

17 A. Yeah. Yes, that's HR's job.

18 Q. I apologize. I didn't hear that last
19 part.

20 A. I said that's HR's job.

21 Q. Okay. And you did not communicate with
22 Mr. Kreiner about Ms. McCart's sexual harassment
23 claim prior to giving Ms. Green that
24 instruction?

25 A. Correct.

1 Q. Okay. What information did you seek or
2 communicate with Mr. Kreiner about after Ms.
3 Green had completed the investigation?

4 A. I just asked him what the protocol was
5 now that HR had given us the determination that
6 nothing had happened, it was consensual. And
7 beforehand, a week before that, we had decided
8 already with Ali who was with us to terminate
9 her, and then that came up before we could. So
10 once that was done, I just asked Seth for what
11 are the circumstances, like how does that look
12 like.

13 Q. Okay. When you say protocol or
14 circumstances, what specifically are you asking
15 Mr. Kreiner to advise you on?

16 A. What are the risks.

17 Q. Risks of what?

18 A. There's always employment risks.
19 There's risks everywhere. So I have to ask
20 legal for risks.

21 Q. Understood. Risks of what?

22 A. Anything and everything. We obviously
23 had followed procedure. Is it okay to move
24 forward with the termination.

25 Q. Okay. My question to you was about

1 what advice you sought from Mr. Kreiner related
2 to the sexual harassment complaint. Do I
3 understand you to be saying the only advice you
4 actually sought from him was related to what
5 risks would be associated with moving forward
6 with termination?

7 A. Yeah. Because HR had already told us
8 that they didn't believe there was a sexual
9 harassment.

10 Q. Okay. So did you have any other
11 communications with Mr. Kreiner seeking advice
12 from him related to Ms. McCart and her complaint
13 of sexual harassment other than asking him what
14 risks were associated with proceeding to
15 terminate her?

16 A. Not that I recall.

17 Q. Okay. What, if any, information did
18 you provide to Mr. Kreiner in connection with
19 discussing the risks of proceeding to terminate
20 Ms. McCart?

21 A. What risks did I share with him?

22 Q. What information did you share with
23 him?

24 A. I explained to him what our findings
25 were after I got the news from HR, and he just

1 said that, you know, you always run risks when
2 you do that.

3 Q. Okay. When you said you explained the
4 findings to him, you mean the findings of Ms.
5 Green's investigation into the sexual harassment
6 complaint?

7 A. Well, he knew about that. And also I'd
8 informed him about what Ali had discovered a
9 week or two prior to Tiar's e-mail about the
10 lawsuit and everything, about what Ali had
11 concluded about her employment.

12 Q. Okay. And what information
13 specifically did you provide to Mr. Kreiner in
14 connection with what Ali discovered or
15 concluded?

16 A. Just said that Ali, after her review,
17 did not believe that she was fit for our
18 organization and respected Ali in her decision.

19 Q. Okay. So what you told Mr. Kreiner in
20 connection with seeking his advice was that Ali
21 Kreiner determined Ms. McCart wasn't fit for the
22 organization?

23 A. I shared with him that was her advice
24 and that the decision was on me, and that's why
25 I asked him for the risks.

1 Q. What advice from Ms. Ali are you
2 referring to?

3 A. They had started reviewing Tiar a few
4 weeks prior to this if she was a fit for the
5 organization.

6 Q. Okay. And so what was her advice that
7 you're referring to?

8 A. Ali did not believe she was a fit for
9 the organization.

10 Q. Understanding that was an opinion she
11 shared about Ms. McCart, what advice are you
12 referring to that Ali provided?

13 A. She just said that when she reviewed
14 her file and her case work, she didn't believe
15 that she was working, and she didn't believe
16 that she deserved to have a job here.

17 Q. So are you suggesting that Ali advised
18 you that Ms. McCart should be terminated?

19 A. She had given the advice two or three
20 weeks prior of the allegation from Ms. McCart.

21 Q. Okay. And my question was specifically
22 did she give you that advice that Ms. McCart
23 should be terminated?

24 A. She gave me her findings, yes.

25 Q. And were her findings -- again, I need

1 you to respond to my question. You're welcome
2 to elaborate and give me more information, but I
3 do need a direct response to what I'm asking.

4 And what that is is, to repeat, do I
5 understand your testimony correctly to be that
6 Ali advised you that she believed Ms. McCart
7 should be terminated?

8 A. Yes.

9 Q. Okay. Thank you, sir. And you shared
10 the advice that Ali provided to you with Mr.
11 Kreiner?

12 A. Yeah. After HR, yes.

13 Q. When you say after HR, you're meaning
14 after the HR investigation --

15 A. Correct.

16 Q. -- into the sexual harassment
17 complaint?

18 A. Correct.

19 Q. Okay. Thank you, sir. So other than
20 providing to Mr. Kreiner the results of Ms.
21 Green's investigation and providing to Mr.
22 Kreiner the advice that you described Ali
23 provided you about Ms. McCart needed to be
24 terminated, was there any other information that
25 you provided to Mr. Kreiner in connection with

1 seeking his advice about the risks of
2 terminating Ms. McCart?

3 A. Not that I recall.

4 Q. Okay. What advice ultimately did Mr.
5 Kreiner give you in response to your request
6 about what were the risks of terminating Ms.
7 McCart?

8 A. He just said that any time you
9 terminate an employee, there's always risks that
10 you take doing that.

11 Q. Okay. Did he give you any specific
12 examples of the risks that he advised you about
13 in relation to Ms. McCart's termination?

14 A. Nothing in specific that I recall.

15 Q. Okay. So your recollection is he said
16 only very generally there are always risks in
17 terminating an employee?

18 A. Correct.

19 Q. Okay. At any time do you recall Mr.
20 Kreiner advising you that you should not proceed
21 with terminating Ms. McCart?

22 A. Not that I recall.

23 Q. Is there anything else that you can
24 recall about Mr. Kreiner's advice to you other
25 than that he said there are always risks

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1 associated with terminating an employee?

2 A. Not that I recall.

3 Q. Did Mr. Kreiner ever give you specific
4 advice about risks associated with terminating
5 an employee immediately after that employee had
6 made a complaint of sexual harassment?

7 A. Like I said, that was a long time ago
8 so I don't recall a lot.

9 Q. Okay. So the only thing you recall is
10 much more general advice from him about there
11 are always risks?

12 A. Uh-huh.

13 Q. Is that a yes?

14 A. Sorry, sorry. Yes.

15 Q. Okay. To confirm, that was a yes?

16 A. Yes.

17 Q. Thank you, sir. Do you believe that
18 you followed the advice that Mr. Kreiner gave
19 you in connection with the steps that you took
20 after consulting with him?

21 A. What do you mean?

22 Q. Well, you said that he gave you advice
23 about risks and you sought advice about
24 terminating Ms. McCart. Do you believe that you
25 followed the advice that he gave you?

1 A. He didn't give me advice, I mean, in
2 the sense of -- he just said there were risks so
3 I took the risk. I wouldn't say that was on
4 him. I would say that was on me.

5 Q. Okay. Meaning that he advised you that
6 you were -- excuse me. Start that over. He
7 advised you that risks existed, and you made an
8 informed decision to take the risk?

9 A. Correct, yes.

10 Q. Okay. Did Mr. Kreiner give you any
11 advice about the status of the law related to
12 sexual harassment complaints and claims of
13 retaliation?

14 A. I don't recall.

15 Q. Okay. You don't recall him giving you
16 any specific advice about the nature of Title 7
17 and/or the specific laws that exist prohibiting
18 sexual harassment and retaliation in the
19 workplace?

20 A. I don't recall.

21 Q. Okay. As you sit here today, do you
22 have any knowledge or understanding of the Title
23 7 laws that prohibit sexual harassment and
24 retaliation in the workplace?

25 A. I mean I didn't know it was called

1 Title 7 but, no, not that I'm aware of.

2 Q. And so at the time that you made the
3 decision to take the risk or not avoid the risk
4 that Mr. Kreiner advised you existed, you
5 weren't familiar with or were relying upon any
6 understanding of Title 7 or any other laws about
7 prohibiting sexual harassment and retaliation?

8 A. And I'd heard it in general in my life.
9 But once HR came back with their conclusion, I
10 didn't think we were at risk of violating.

11 Q. So my question is at the time that you
12 decided to proceed with Ms. McCart's
13 termination, you weren't relying upon or basing
14 your decision to terminate her on having a
15 knowledge and understanding of the laws of Title
16 7 and other laws prohibiting sexual harassment
17 and retaliation in the workplace?

18 A. Like I said, I knew generalities about
19 it. I didn't know Title 7 or explicitly every
20 detail in it. Obviously, I was aware that --
21 what the risks were implied so I understood
22 them.

23 Q. Okay. I appreciate the explanation of
24 your knowledge. I'm still not certain that
25 you're answering my question which is about what

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1 understanding you had and what you were relying
2 upon when you made the decision to terminate Ms.
3 McCart. So let me attempt to clarify it.

4 Do I understand you to be stating that
5 even though you had some, you know, general
6 understanding of anti-discrimination,
7 anti-sexual harassment, anti-retaliation laws,
8 you were not relying on specific understandings
9 of those laws when you made the decision to take
10 the risk and terminate Ms. McCart?

11 A. Correct.

12 Q. Okay. You said a moment ago that there
13 were risks that were implied. What did you
14 understand to be the implied risks of
15 terminating Ms. McCart shortly after she made a
16 complaint of sexual harassment?

17 A. You can always get sued.

18 Q. Okay. And did you understand that to
19 be a risk in Ms. McCart's case when you made the
20 decision to terminate her?

21 A. That's a risk any time you get rid of
22 any employee.

23 Q. Including Ms. McCart?

24 A. Everybody.

25 Q. Including Ms. McCart?

1 A. Yes, everybody.

2 Q. And that was part of the specific
3 advice and discussion that you had with Mr.
4 Kreiner leading up to the decision to terminate
5 her?

6 A. Yes.

7 Q. And so Mr. Kreiner explaining to you
8 the existence of those risks did not in any way
9 dissuade you from proceeding with Ms. McCart's
10 termination?

11 A. Right. It did not.

12 Q. Okay. Who made the decision to offer
13 Ms. McCart a severance agreement that offered
14 her compensation in exchange for releasing her
15 claims against Equity Prime Mortgage?

16 A. I can't answer that with certainty. I
17 don't recall who did.

18 Q. Okay. Can you tell me for certain
19 whether it was or was not you that made the
20 decision to offer that severance?

21 A. It could have been. I just -- I don't
22 recall. It could have been.

23 Q. Understood. Do you recall having any
24 communication with Mr. Kreiner about whether or
25 not a severance -- offering compensation in

1 exchange for a release of claims was a good
2 idea?

3 A. I don't recall.

4 Q. Okay. Do you recall whether or not Mr.
5 Kreiner would have suggested a severance offer
6 that would have given compensation in exchange
7 for a release of claims?

8 A. No, I don't recall.

9 Q. Okay. Did you ever communicate with
10 Mr. Kreiner via text message?

11 A. Have I ever communicated with Mr.
12 Kreiner via text message?

13 Q. Yes, sir.

14 A. Yes, I've communicated with him via
15 text message.

16 Q. Did you communicate with him via text
17 message during the period of time that the
18 complaint of Ms. McCart was being investigated
19 and leading up to her termination?

20 A. I don't recall. I'd have to look. I
21 don't know.

22 Q. Okay. At any time since the beginning
23 of Ms. McCart filing her lawsuit, have you been
24 asked to evaluate your telephone records to
25 determine if any of your texts to Mr. Kreiner

1 still exists?

2 A. I really am not sure.

3 Q. Okay. Putting aside for a moment
4 whether or not you've been asked, have you
5 actually looked in your phone records at any
6 point since litigation started to determine if
7 text messages between you and Mr. Kreiner still
8 exist?

9 A. Once again, that's going off my memory.
10 I just don't recall. I can't answer yes or no.

11 Q. As you sit here today, do you have text
12 messages between you and Mr. Kreiner in your
13 phone from the period of February of 2021
14 through March of 2021?

15 A. Mine don't go back that far. They
16 automatically erase after a certain time period.

17 Q. Okay. So your response to my question
18 is, no, at this time, I do not currently have
19 any text messages from Mr. Kreiner from the
20 period of early 2021 still in my phone?

21 A. Not to my knowledge.

22 Q. Okay. Do you have the same phone that
23 you had in 2021 today?

24 A. No.

25 Q. Okay. The phone that you used in 2021,

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1 is it still in your possession even though it's
2 not active or being used?

3 A. No.

4 Q. Okay. Did you ever communicate with
5 Mr. Kreiner via e-mail?

6 A. I don't remember.

7 Q. Okay. As you sit here today, you can't
8 remember if you've ever communicated with Mr.
9 Kreiner via e-mail?

10 A. Yes, ever. But I thought you were
11 talking about this case in particular.

12 Q. Well, I am going to -- I'm starting
13 there. I am going to get to that next.

14 A. I've forwarded e-mails over time and
15 stuff. I mean we've had a long relationship
16 so...

17 Q. Okay. Do you recall whether or not you
18 communicated with Mr. Kreiner via e-mail in
19 connection with Ms. McCart's complaint of sexual
20 harassment and her ultimate termination?

21 A. I do not.

22 Q. Okay. Have you been asked to review
23 your e-mails to determine if any communications
24 between you and Mr. Kreiner from that period in
25 February to March of 2021 exist?

1 A. Myself?

2 Q. Yes, sir.

3 A. Not that I recall.

4 Q. Okay. Have you had anyone on your
5 behalf review your e-mails to determine whether
6 or not communications between you and Mr.
7 Kreiner from that same period exist?

8 A. Sure, it's possible.

9 Q. But you're not certain as you sit here
10 today whether it's been done?

11 A. I can't say with 100 percent certainty
12 anything on that.

13 Q. What e-mail addresses have you used
14 during the period of 2021?

15 A. Epererez@epm.net.

16 Q. Any other e-mail addresses you've used
17 in 2021 whether business or otherwise?

18 A. Myself?

19 Q. Yes, sir.

20 A. No.

21 Q. You don't have a personal e-mail
22 address that's not connected to EPM?

23 A. I do not.

24 Q. All right. And you mentioned that you
25 don't check your e-mails. Who checks your

1 e-mails for you?

2 A. My EA, Steve Bradshaw.

3 Q. And was Steve Bradshaw your executive
4 assistant in 2021?

5 A. No, he was not.

6 Q. Did you have a different executive
7 assistant in 2021?

8 A. I did.

9 Q. Who would that have been?

10 A. Shalonda Dixon.

11 Q. Okay. And so were your e-mails
12 forwarded to Ms. Dixon or did she log in
13 directly to your account?

14 A. She had access to my e-mail.

15 Q. So she would have had your log-in and
16 password and could have gone directly into your
17 e-mail account?

18 A. I'm not a techie. I think they're
19 automatically on her -- I think she has access
20 on the Outlook. I don't think it's like -- I
21 think it's already there is what I'm trying to
22 explain.

23 Q. You think that your e-mails
24 automatically appear for her in her Outlook
25 inbox?

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1 A. Yeah. Because they do for Steve. So I
2 got to assume for this one that that's how tech
3 had it set up, access to the folder.

4 Q. Understood. Do you know whether or not
5 anyone has reviewed Ms. Dixon's e-mails, inbox
6 and/or other folders in her Outlook to determine
7 if e-mails between you and Mr. Kreiner exist
8 from the period of February of 2021 to March
9 2021?

10 A. I do not.

11 MS. RAGAN: Mr. Perez, I believe
12 those are the only questions I have for
13 you. I appreciate your time.

14 THE WITNESS: Thank you.

15 (Whereupon, the deposition was
16 concluded at 12:45 p.m.)

17 (Pursuant to Rule 30(e) of the
18 Federal Rules of Civil Procedure and/or
19 O.C.G.A. 9-11-30(e), signature of the
20 witness has been reserved.)

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1

2 C E R T I F I C A T E

3

4 STATE OF GEORGIA:

5 COUNTY OF FLOYD:

6

7 I hereby certify that the foregoing
8 transcript was taken down, as stated in
9 the caption, and the questions and
10 answers thereto were reduced to
11 typewriting under my direction; that the
12 foregoing pages 257 through 285
13 represent a true, complete, and correct
14 transcript of the evidence given upon
15 said hearing, and I further certify that
16 I am not of kin or counsel to the
17 parties in the case; am not in the
18 regular employ of counsel for any of
19 said parties; nor am I in anywise
20 interested in the result of said case.

21

This, the 1st day of July, 2024.

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TERRI B. HOWELL, CCR-B-1018

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COURT REPORTER DISCLOSURE

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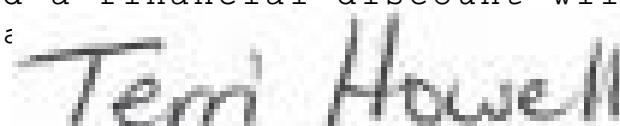
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Pursuant to Article 8.B. of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia which states: "Each court reporter shall tender a disclosure form at the time of the taking of the deposition stating the arrangements made for the reporting services of the certified court reporter, by the certified court reporter, the court reporter's employer, or the referral source for the deposition, with any party to the litigation, counsel to the parties or other entity. Such form shall be attached to the deposition transcript," I make the following disclosure:

I am a Georgia Certified Court Reporter. I am here as a representative of Veritext Legal Solutions. Veritext Legal Solutions was contacted to provide court reporting services for the deposition. Veritext Legal Solutions will not be taking this deposition under any contract that is prohibited by O.C.G.A. 15-14-37(a) and (b).

Veritext Legal Solutions has no contract/agreement to provide reporting services with any party to the case, any counsel in the case, or any reporter or reporting agency from whom a referral might have been made to cover this deposition. Veritext Legal Solutions will charge its usual and customary rates to all parties in the case, and a financial discount will not be given to .

24 TERRI B. HOWELL, CCR-B-1018
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1 DEPOSITION OF EDDY PEREZ/TBH

2 I do hereby certify that I have read all
3 questions propounded to me and all answers
given by me on the 25th day of June, 2024,
taken before Terri B. Howell, and that:

4 1) There are no changes noted.

5 2) The following changes are noted:

6 Pursuant to Rule 30(e) of the Federal
7 Rules of Civil Procedure and/or the Official
Code of Georgia Annotated 9-11-30(e), both of
8 which read in part: Any changes in form or
substance which you desire to make shall be
entered upon the deposition...with a
9 statement of the reasons given...for making
them. Accordingly, to assist you in
10 effecting corrections, please use the form
below:

11 12 Page No. Line No. should read:

13 14 Page No. Line No. should read:

15 16 Page No. Line No. should read:

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Page 289

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Page 290

1 DEPOSITION OF EDDIE PEREZ/TBH

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15 If supplemental or additional pages are
necessary, please furnish same in typewriting
annexed to this deposition.16
17 EDDY PEREZ18
19
20 Sworn to and subscribed before me,
This the day of , 20 .21
22 Notary Public

23 My commission expires:

24

25